

## Schedule IV.A

Broadcast television stations in which News Corporation holds an Attributable Interest:

Station	Carriage	Date of Expiration of Current Carriage Contract
WTTG(TV) Washington, D.C.	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WDCA(TV) Washington, D.C.	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WNYW(TV) New York, NY	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WWOR-TV Secaucus, NJ	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WFLD(TV) Chicago, IL	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WPWR(TV) Gary, IN	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KTTV(TV) Los Angeles, CA	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KCOP-TV Los Angeles, CA	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KRIV(TV) Houston, TX	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A

KTXH(TV) Houston, TX	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KSTU(TV) Salt Lake City, UT	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KDVR(TV) Denver, CO	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KFCT(TV) Ft. Collins, CO	DIRECTV: No Echostar: No Liberty: No	DIRECTV: N/A Echostar: N/A Liberty: N/A
WFXT(TV) Boston, MA	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WHBQ-TV Memphis, TN	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WTFX-TV Philadelphia, PA	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WBRC(TV) Birmingham, AL	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WGHP(TV) High Point, NC	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WDAF-TV Kansas City, MO	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KSAZ-TV Phoenix, AZ	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A

KUTP(TV) Phoenix, AZ	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KDFW(TV) Dallas, TX	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KDFI-TV Dallas, TX	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KTBC(TV) Austin, TX	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KTVI(TV) St. Louis, MO	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WTVT(TV) Tampa, FL	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WAGA(TV) Atlanta, GA	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WJBK(TV) Detroit, MI	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WITI(TV) Milwaukee, WI	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WJW(TV) Cleveland, OH	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KMSP-TV Minneapolis, MN	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A

WFTC(TV) Minneapolis, MN	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
KFTC(TV) Bemidji, MN	DIRECTV: No Echostar: No Liberty: No	DIRECTV: N/A Echostar: N/A Liberty: N/A
WRBW(TV) Orlando, FL	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WOFL(TV) Orlando, FL	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WOGX(TV) Ocala, FL	DIRECTV: No Echostar: Yes Liberty: No	DIRECTV: N/A Echostar: [REDACTED] Liberty: N/A
WUTB(TV) Baltimore, MD	DIRECTV: Yes Echostar: Yes Liberty: No	DIRECTV: [REDACTED] Echostar: [REDACTED] Liberty: N/A
WVFX-TV Clarksburg, WV	DIRECTV: Echostar: Liberty:	News Corporation owns a non-voting stake in this station that is not attributable under the broadcast attribution rules; News corporation does not play any role in negotiating with cable or satellite providers for carriage of this station.
WFXS-TV Wittenburg, WI	DIRECTV: Echostar: Liberty:	News Corporation owns a non-voting stake in this station that is not attributable under the broadcast attribution rules; News corporation does not play any role in negotiating with cable or satellite providers for carriage of this station.

REDACTED  
FOR PUBLIC INSPECTION



Michael Thornton  
Senior Vice President  
Programming Acquisitions

March 9, 2005

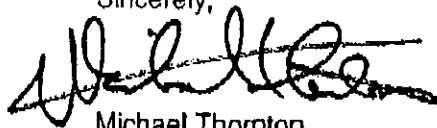
BY FED EX AND FACIMILE

Fox Television Holdings, Inc.  
1211 Avenue of Americas  
New York, NY 10036  
Attn: Ellen Agress  
Senior Vice President  
Fax:

Dear Ms. Agress:

Again, we intend for this letter to constitute a proposed amendment to the retransmission consent agreement. If you agree to our proposal, please indicate so in the space below, and return a copy of this letter to me for our records. Please feel free to contact me if you have any questions.

Sincerely,



Michael Thornton  
Senior Vice President, Programming

ACKNOWLEDGED AND AGREED:

Ellen S. Agross  
Ellen S. Agross

Fox Television Holdings, Inc.

Date: March 11, 2005

REDACTED  
FOR PUBLIC INSPECTION



**FOX TELEVISION STATIONS, INC.**  
5151 Wisconsin Avenue, NW  
Washington, DC 20016

*A Unit of Fox Television*

Molly Pauker  
Vice President, Corporate & Legal Affairs

September 18, 2006

Dan Fawcett, Esq.  
DIRECTV, Inc.  
2230 East Imperial Highway  
El Segundo, California 90245

Re: Side Letter to DIRECTV/ FTH Term Sheet

Dear Dan:

This Side Letter amends Exhibit A, Retransmission Consent Terms, of the DirecTV/ FTH Term Sheet dated as of October 1, 2004, as follows.

Please indicate your acceptance of this arrangement by countersigning this Side Letter in the space provided below and returning a copy to me.

Sincerely,

Molly Pauker

DIRECTV, Inc.

By:

Its:



REDACTED  
FOR PUBLIC INSPECTION

FULLY EXECUTED

DIRECTV/FTH Term Sheet

This DIRECTV/FTH Term Sheet (this "Agreement"), dated as of \_\_\_\_\_ (the "Effective Date"), is entered into by (i) Fox Television Holdings, Inc. ("FTH") and (ii) Fox Cable Networks Services, LLC ("FCNS"), on the one hand, and DIRECTV, Inc. ("DIRECTV"), on the other hand.

**Agreement**

In consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. **Retransmission Consent.** DIRECTV and FTH hereby enter into the agreement set forth in Exhibit A to this Agreement.

2.

DIRECTV and FCNS agree to the following.

(a) **Fox Reality Channel.** DIRECTV will distribute *Fox Reality Channel* (as the name may be changed from time to time, "Reality") in accordance with the following terms and the General Terms and Conditions attached as Attachment 1 (the "GTC"), and will enter into an affiliation agreement (the "Reality Agreement") with FCNS.

(i) **Term.** The term (the "Reality Term") will commence on the date DIRECTV first launches Reality (the "Reality Launch Date") and will end on \_\_\_\_\_  
FCNS will not launch Reality prior to \_\_\_\_\_ DIRECTV will launch Reality within 90 days of written notice from FCNS of the availability of Reality for launch by DIRECTV.

(ii) **Content Description.** Reality will be a 24-hour, advertiser-supported, general entertainment service.

(iii) **Launch and Carriage.** As of the Reality Launch Date, DIRECTV will launch and distribute Reality to residential subscribers

(iv) Rates. DIRECTV will pay license fees each month on all Reality subscribers. The monthly base rate per residential subscriber is

(v)

(b)



... (b) (7) during the immediately preceding calendar year.

3. Long-Form Agreement. FCNS and DIRECTV will endeavor in good faith to negotiate and execute a long-form agreement to reflect the terms and conditions set forth in this Agreement with respect to the Reality Agreement. for Reality  
( "Service") that will generally be in the form of the

Notwithstanding the foregoing, the terms set forth in this Agreement constitute a binding agreement between each Fox Group entity and DIRECTV.

4. League Restrictions. For each Service, this Agreement and the license granted by FCNS to DIRECTV under this Agreement are limited by, and subject to, all limitations, covenants, standards and restrictions applicable to either FCNS (including without limitation restrictions included in FCNS's agreements with any Service program supplier or withdrawal of consent to such Service's distribution of programming by any Service program supplier) or any Service program supplier (including without limitation such supplier's constitutions, bylaws, rules, regulations, directives and agreements and those of each league, conference, association or individual athletic team), as any of the same may be amended, supplemented, restated, interpreted, enacted or entered into or enforced from time to time (collectively, "League Restrictions").

5. Confidentiality and Press Releases. Fox Group and DIRECTV will keep the existence and terms of this Agreement strictly confidential and any other proprietary information (including without limitation any subscriber information), and will not disclose the existence or substance of such matters to any third party without the prior written consent of the other party, except to the extent necessary in the following situations (and with the earliest possible prior written notice to the other party): (a) to comply with governmental rule, regulation or law or with a valid court order or with a request for information from a regulatory or congressional

committee, in each case with confidential treatment requested and redaction of information disclosed to the greatest extent possible; (b) to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys; (c) to enforce its rights or perform its obligations under this Agreement or any agreement expressly referenced herein; and (d) to its lenders that are financial institutions or bona fide investors, with confidential treatment required. Notwithstanding the foregoing, Fox Group or DIRECTV may release one or more press statements regarding this Agreement with the other party's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

6. Representations and Warranties. Each Fox Group entity and DIRECTV represents and warrants that: (a) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder, and (b) it is in compliance with all applicable laws and regulations relating to the subject matter of this Agreement, with which the failure to comply would result in a material adverse effect.

7. Indemnification.

(a) Fox Group Indemnities. Each Fox Group entity will severally indemnify and hold harmless DIRECTV and its parents, affiliates, subsidiaries, permitted successors and assigns, and the respective owners, officers, directors, agents, and employees of each, from and against any and all liability, losses, damages, or expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) resulting from any third party actions, claims, demands or suits (collectively, "Claims") caused by or arising out of: (i) such Fox Group entity's breach or alleged breach of this Agreement; (ii) the content (including without limitation any music contained therein) of any programming or materials as supplied by such Fox Group entity and distributed by DIRECTV pursuant to this Agreement; provided however, that the foregoing indemnities shall not apply to Claims caused by or arising out of any material inserted into or added to such content by or at the direction or authorization of DIRECTV.

(b) DIRECTV Indemnities. DIRECTV will indemnify and hold harmless each Fox Group entity and its parents, affiliates, subsidiaries, permitted successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all Claims caused by or arising out of: (i) DIRECTV's breach or alleged breach of this Agreement; or (ii) DIRECTV's (including without limitation any third party authorized by DIRECTV) alteration or delay of, or insertion of material (and the content of that material) into any programming or materials supplied by such Fox Group Entity pursuant to this Agreement (unless the alteration, delay or insertion was at such Fox Group Entity's express direction or authorization).

(c) Indemnification Process. If the party seeking indemnity under this Section fails to give the other party prompt notice of a Claim, the other party is not required to indemnify the party seeking indemnity to the extent that such failure to give prompt notice has prejudiced such other party's defense of the Claim. The indemnifying party must assume the defense of each Claim to which its indemnity applies. The indemnified party must reasonably cooperate (at the expense of the indemnifying party) with the indemnifying party in defending and settling the Claim in question. If the party seeking indemnity settles a claim without the other party's prior

written consent, which consent will not be unreasonably withheld or delayed, then the other party will not be required to indemnify the party seeking indemnity against the Claim.

8. Assignment. This Agreement is binding upon each party's assigns, transferees and successors; provided that, no party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part without the other party's prior written consent which consent will not be unreasonably withheld or delayed. Notwithstanding the prior sentence, either party may assign this Agreement in its entirety without the other party's consent to (i) the assignor's successor in a consolidation, merger, acquisition or "going public" transaction (provided that the assignee acquires all or substantially all of the assets, equity or beneficial interests of the assigning party), or (ii) an entity under common control with, controlled by or in control of the assignor. FCNS may assign this Agreement in part with respect to any Service without DIRECTV's consent to FCNS's successor in a consolidation, merger, acquisition or "going public" transaction (provided that, the assignee acquires all or substantially all of the assets, equity or beneficial interests of such Service). The assignor will give the other party written notice within 30 days of any assignment described in the immediately preceding sentence; provided that inadvertent failure to provide such notice will not be deemed a breach of this Agreement.

9. Termination. In addition to any other rights applicable under this Agreement or at law or in equity, either party may terminate this Agreement if the other party breaches any material term of this Agreement, provided that the breaching party will have days following such notice of termination to cure such breach (limited to days in the case of a payment breach). If FCNS completely discontinues the delivery of any Service in all or any portion of the territory applicable to such Service, this Agreement will automatically expire with respect to all of the territory or such portion of the territory, as the case may be with respect to such Service. If DIRECTV discontinues operation of the DTH distribution system and does not distribute any video programming services, this Agreement will automatically expire.

10. Entire Agreement. This Agreement and this Agreement's exhibits and schedules, constitutes the entire understanding between Fox Group and DIRECTV concerning the subject matter of this Agreement. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. Except as otherwise expressly set forth in this Agreement, in the event of any conflict between any term contained in this Agreement and any agreement entered into between the parties prior to the Effective Date relating to the subject matter covered under this Agreement, the terms of this Agreement shall govern.

11. Severability. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein unless the remaining provisions would be rendered inadequate to accomplish the basic purposes and intent of the parties, provided, however, that both parties shall negotiate in good faith with respect to an equitable modification, of the provision held to be invalid or unenforceable, and provisions logically related to it.

12. Interpretation. No provision of this Agreement may be interpreted against any party because such party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement. All references to Sections, Schedules, Exhibits and other attachments will be references to each such item as contained in, or attached to, this Agreement and to each such item as may be amended, modified or supplemented in accordance with this Agreement, unless otherwise expressly provided.

13. Force Majeure. DIRECTV will not be liable to FCNS for DIRECTV's failure to satisfy any obligations pursuant to this Agreement, and FCNS will not be liable to DIRECTV for FCNS's failure to satisfy any obligations pursuant to this Agreement, if such failure is due to any cause, except financial inability, beyond either FCNS's or DIRECTV's reasonable control (including any act of God, act of the public enemy, governmental prohibition or restraint, force of nature, military action, civil disturbance, strike, equipment failure, satellite failure or preemption, damage to or restriction on use of stadiums or their broadcasting facilities).

14. Choice of Law. This Agreement, and the rights and obligations hereunder, is governed by the laws of the State of California, without reference to conflict of law provisions.

15. Counterparts. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.

This Agreement is duly executed by each party, in each case with respect to the Sections of this Agreement that are expressly relevant to it, as of the Effective Date.

**FOX TELEVISION HOLDINGS, INC.**

By: Ellen S. Agres  
Name: Ellen S. Agres  
Title: Senior Vice President

**FOX CABLE NETWORKS SERVICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DIRECTV, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



This Agreement is duly executed by each party, in each case with respect to the Sections of this Agreement that are expressly relevant to it, as of the Effective Date.

**FOX TELEVISION HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FOX CABLE NETWORKS SERVICES, LLC**

By: Michael Hopkins  
Name: Michael Hopkins  
Title: SVP. Affiliate Sales

**DIRECTV, INC.**

By: Michael Thornton  
Name: Michael Thornton  
Title: S.V.P.

## **ATTACHMENT 1**

### **General Terms and Conditions**

1. Commercial Distribution. For each Service, DIRECTV may distribute such Service to commercial subscribers

2.

3.

4.

5.

6.

7.

8.

9

10. Number of Subscribers. For each Service, the number of Service subscribers in any month will be calculated by DIRECTV as an average of the total number of Service subscribers on the first and last day of such month, prorated for any partial reporting month. For each Service, with respect to commercial subscribers (excluding Hospitality Subscribers) and multiple dwelling units that are charged on a bulk-rate basis, including without limitation apartments, office buildings, hotels and motels (collectively, "Bulk-Rate Facilities"), the number of Service subscribers for each month attributed to each such Bulk-Rate Facility (the "Bulk Bill Service Subscribers") shall be equal to

## EXHIBIT A

### Retransmission Consent Terms

These Retransmission Consent terms are entered into by and between FTH and DIRECTV as of the Effective Date.

I. Retransmission Consent. FTH grants DIRECTV the right to retransmit, on a non-exclusive basis, from (the "Term"), the analog and digital signals of the television stations then owned and operated by direct or indirect subsidiaries of FTH (listed in Attachment A hereto), including any television stations that become owned and operated by FTH during the Term (together, the "Fox O&Os") on the terms and conditions set forth herein.

#### IV. Carriage Obligations.

##### A. Analog Signals.

Carriage of the Fox O&O Signals pursuant hereto does not convey any license or sublicense in or to the copyrights of and to the underlying programming transmitted by any Fox O&O.



B. Digital Signals.

1. Definitions.

(a) "Primary Digital Signal" shall mean, with respect to a local broadcast television station, the broadcast signal in a form compliant with Advanced Television Systems Committee ("ATSC") standards, and which shall consist of the primary digital signal of the station and

that  
substantially duplicates the content of the primary analog signal (if any) of said station.

(b) "Multiplexed Programming," shall mean one or more additional channels  
video and audio programming in a form compliant with ATSC standards,





